

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

RICK GUIDRY, DAVE SPENCER, and)
FREDERICK CUNNINGHAM, Individually,)
and on behalf of other similarly situated)
employees and former employees,)

Plaintiffs,)

v.)

Case No. CIV-07-378-D

CHENEGA INTEGRATED SYSTEMS, L.L.C.,)
CHENEGA TECHNICAL PRODUCTS, L.L.C.,)
CHENEGA OPERATIONS SERVICES, L.L.C.,)
CHENEGA SECURITY & PROTECTION)
SERVICES, L.L.C., and CHENEGA)
CORPORATION,)

Defendants.)

**ORDER OF FINAL SETTLEMENT APPROVAL
AND DISMISSAL WITH PREJUDICE**

WHEREAS, on December 14, 2010, the Court entered its Order of Preliminary Approval (the "Preliminary Order"); and

WHEREAS, individual notice was sent to the last-known address of each reasonably identifiable member of the Settlement Class, as outlined in the parties' Settlement Agreement ("Settlement Agreement") and approved by the Preliminary Order; and

WHEREAS, a hearing on final approval of the settlement was held before this Court on January 19, 2011; and

WHEREAS, the Court finds that good cause exists for entry of the below Order,

IT IS HEREBY FOUND, ORDERED, ADJUDGED AND DECREED THAT:

1. The Court finds that notice to the Settlement Class has been completed in conformity with the Order of Preliminary Settlement Approval. The Court finds that this notice was the best notice practicable under the circumstances, that it provided due and adequate notice of the

proceedings and of the matters set forth therein, and that it fully satisfied all applicable requirements of law and due process.

2. The settlement of this class and collective action on the terms set forth in the Settlement Agreement is approved as being fair, adequate and reasonable in light of the degree of recovery obtained in relation to the significant risks faced by the Settlement Class in litigating the claims. The Settlement Class is properly certified as a class as part of this settlement. The relief with respect to the Settlement Class is appropriate, as to the individual members of the Settlement Class and as a whole.

3. The settlement is binding on all members of the Settlement Class. The Settlement Class is defined as follows:

All persons who were employed by Chenega Technical Products, LLC or Chenega Integrated Systems, LLC in the position of “Armed Security Guard” and who filed an “Opt-In Consent to Sue Form” in the above-captioned case.

4. As of the date of this Order, all members of the Settlement Class shall conclusively be deemed to have released all settled claims as described in the Settlement Agreement.

5. As of the Effective Date of the Settlement, all members of the Settlement Class are hereby forever barred and permanently enjoined from commencing, prosecuting or continuing to prosecute, either directly or indirectly, in this or any other jurisdiction or forum, any of the claims that are released by this settlement or barred by the entry of the judgment in this action. This injunction is necessary to protect and effectuate the settlement, this Order of Final Settlement Approval and Dismissal with Prejudice, and the Court’s flexibility and authority to effectuate this settlement and preserve this judgment, and is ordered in aid of the Court’s jurisdiction and to protect and effectuate its judgments pursuant to 28 U.S.C. §§ 1651(a) and 2283.

6. Neither this Order nor any aspect of this settlement is to be construed or deemed as an admission of liability, culpability, negligence or wrongdoing on the part of Defendants.


7. The Court approves Class Counsel's request for attorneys' fees totaling \$250,000.00 and actual expenses not to exceed \$9,000.00, which amount shall be paid as provided in the Settlement Agreement.

8. The Court approves Class Counsel's request for incentive payments to the named plaintiffs as follows: \$15,000.00 each to Rick Guidry, Dave Spencer, and Frederick Cunningham for serving as the lead class representatives. These amounts shall be paid as provided in the Settlement Agreement.

9. The Clerk shall enter final judgment dismissing this action on the merits with prejudice and without costs or attorney fees to any party, other than as provided in the Settlement Agreement. The claims that are thereby dismissed shall include all claims encompassed by the releases set out in the Settlement Agreement.

10. The dismissal of this case is without prejudice to the rights of the parties to enforce the terms of the Settlement Agreement. Without affecting the finality of this Order, or the judgment to be entered pursuant hereto, in any way, the Court retains jurisdiction over this matter for purposes of resolving any disputes which may arise under the Settlement Agreement.

IT IS SO ORDERED this 19th day of January, 2011.



TIMOTHY D. DEGIUSTI
UNITED STATES DISTRICT JUDGE